

2149

A. G. Contract No. KR-88-~~1778~~-TRD
ECS File: JPA-88-48
Project: F-063-1-507
Section: U. S. 95

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SAN LUIS

THIS AGREEMENT is entered into August 10th, 1988, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF SAN LUIS, acting by and through its Town Council, (the "Town").


I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. It is to the mutual advantage of the State and the Town to landscape certain areas within the right of way on U.S. Highway 95 at the following location:

From centerline roadway station 45+50.00 to
centerline roadway station 60+00.00, a net
distance of approximately 0.27 mile.

NO. <u>13293</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>9-16-88</u>

By <u>A. Resane</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare plans for the landscaping and irrigation project and submit them to the Town for approval.

2. After Town approval of the plans, the project will be constructed by the State, using State funds, matched by 25 percent Town funds apportioned to State.

3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right of way. Cost shall be a portion of the 25 percent matching funds and at standard water service rates, all at Town expense.

4. The Town shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The Town hereby agrees to maintain the landscaping and irrigation system in an attractive manner, as it was designed and approved by the State; and the Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's "Uniform Traffic Control Requirements."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. This agreement shall remain in full force and effect for a period of one (1) year from the effective date. Thereafter, this agreement will be automatically renewed for successive periods of one year unless terminated by either party upon ninety days' written notice to the other party. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled by the Governor in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

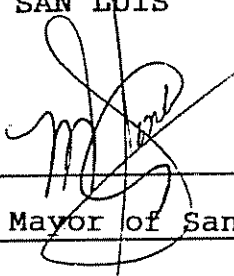
Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Town Manager
Town of San Luis
23222 First St.
Box S
San Luis, AZ 85349

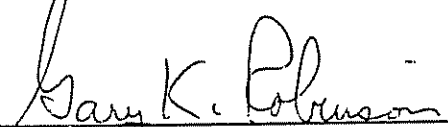
7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF SAN LUIS

By 
Title Mayor of San Luis, AZ.

STATE OF ARIZONA
Department of Transportation

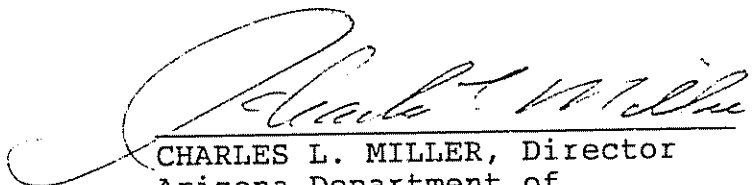
By 
GARY K. ROBINSON
Chief Deputy State Engineer

ECS File: JPA-88-48
Project: F-063-1-507
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RESOLUTION

BE IT RESOLVED on this 7th day of July, 1988, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, enter into an agreement with the Town of San Luis for the Town to maintain landscaping on certain State highways.

THEREFORE, authorization is hereby given to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.


CHARLES L. MILLER, Director
Arizona Department of
Transportation

STATE OF ARIZONA)
 : SS
County of Yuma)

I, Marco Antonio Reyes, Mayor of
the Town of San Luis, Arizona, do hereby certify that the
following is a true and correct extract of the minutes of the
Town Council meeting held August 10, 1988.

In Witness Whereof, I have hereunto set my hand and
affixed the Official Seal of the Town of San Luis, Arizona.
Done in San Luis, Arizona this 11th day
of August, 1988.



Mr. Marco A. Reyes, Mayor of San Luis, AZ

M I N U T E S
SAN LUIS TOWN COUNCIL
REGULAR MEETING
AUG. 10, 1988

CALL TO ORDER: Meeting was called to order by Vice-Mayor Castro at 7:38 P.M.

PLEDGE OF ALLEGIANCE/INVOCATION: Pledge of allegiance was led by Town Manager Mark A. Espinoza. Invocation was led by Town Manager Mark A. Espinoza.

ROLL CALL OF COUNCIL MEMBERS: Present: Marco A. Reyes, Mayor
Luis R. Castro, Vice-Mayor
George Guerrero, Council Member
Ermila Arnold, Council Member
Irma Rios, Council Member
Antonio Gallego, Council Member

Absent: Josefina Rodriguez, Council Member

Other Present: Mr. Espinoza, Town Manager
Ms. Figueroa, Assist. Town Manager
Mrs. Small, Eco. Dev. Specialist
Mr. Hunt, Town Attorney

APPROVAL OF MINUTES - REGULAR MEETING OF JULY 27, 1988.

Council Member George Guerrero moved and Council Member Antonio Gallego seconded the motion to approve minutes of Regular Meeting held July 27, 1988. Motion passed unanimously.

APPROVAL OF MINUTES - SPECIAL MEETING OF AUG. 1st., 1988.

Council Member Ermila Arnold moved and Vice-Mayor Luis Castro seconded the motion to approve minutes of special Meeting held Aug. 1st., 1988. Motion passed unanimously.

CALL TO THE PUBLIC: Mr. John Sanchez explained to the San Luis Town Council that there is a crossing problem in the middle of Hwy 95 (from Save-Mart and Tripple AAA), he was asking if it was possible to contact the Arizona Dept. of Transportation and request a crosswalk in the middle of the Hwy.

Mayor Reyes requested Mr. Espinoza to write a letter to ADOT in reference to a crosswalk for that area.

DEMANDS FOR PAYMENT FOR PERIOD OF 8-10-88.

Vice-Mayor Luis Castro moved and Council Member Irma Rios seconded the motion to approve demands for payment for period of 8-10-88. Motion passed unanimously.

TO APPROVE AND ALLOW MAYOR REYES TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF SAN LUIS, FOR LANDSCAPE MAINTENANCE PROJECT OF HWY. 95.

Town Manager informed the San Luis Town Council that the opening of the Landscaping project of Hwy 95 will be open this Friday, Aug. 12, 1988. They will start working in about 3 weeks.

Vice-Mayor Luis Castro moved and Council Member Antonio Gallego seconded the motion to approve and allow mayor Reyes to sign an Intergovernmental Agreement between the State of Arizona and the Town of San Luis, for Landscaping Maintenance project of Hwy 95. Motion passed unanimously.

REVIEW AND POSSIBLE ACTION ON SPECIFICATION FOR THE ORDUNO'S PARK AND AUTHORIZATION TO GO OUT TO BID FOR THE 1987 CDBG PROJECT.

Mr. Tom Wilson from Nicklaus Engineering, Inc. Explained in great detail the specifications for the Orduno's Park.

Council Member George Guerrero moved and Council Member Irma Rios seconded the motion to approve the specifications and to provide authorization to go out to bids for the Orduno's Park for the 1987 CDBG Project. Motion passed unanimously.

ACCESS EASEMENT FOR YUMA COUNTY WATER USER'S ASSOCIATION ACROSS TOWN RIGHT-A-WAY ON NORTH SIDE OF LAKIN DR. - 30' WIDE JUST NORTHEAST OF SEWER LIFT STATION.

Vice-Mayor Luis Castro moved and Council Member George Guerrero seconded the motion to authorize an access easement for Yuma County Water User's Association across Town right-a-way on north side of Lakin Dr. - 30' wide just northeast of sewer lift station. Motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION REGARDING SUITABILITY OF POSSIBLE PUBLIC HOUSING TO BE LOCATED IN SAN LUIS, ARIZONA.

Mr. Espinoza, Town Manager indicated that he received a copy of a letter send to the Yuma County Administrator from the U.S. Department of Housing and Urban Development in which they are considering to develop 40 public housing units in the area of San Luis, Arizona.

After discussion of this item, Council Member Antonio Gallego moved and Vice-Mayor Luis Castro seconded the motion to authorize Mr. Espinoza, Town Manager to write a letter to the U.S. Department of Housing and Urban Dev. informing then that the San Luis Town Council does not have any objections as of this time for public housing in San Luis, Arizona. Motion passed unanimously.

ADJOURNMENT:

Council Member Ermila Arnold moved and Vice-Mayor Luis Castro seconded the motion to adjourn the San Luis Council Meeting. Motion passed unanimously.

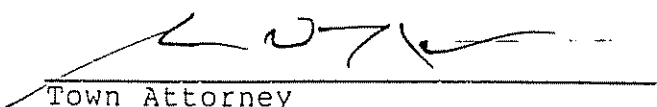
RESPECTFULLY,


Mr. Mark A. Espinoza,
Town Manager

APPROVAL OF THE TOWN ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, STATE ENGINEER and the TOWN OF SAN LUIS and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 11th day of Aug., 1988.



Town Attorney

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR88-2149-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of September, 1988.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division